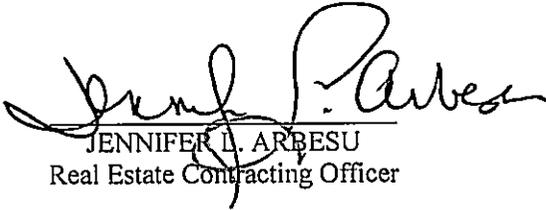


Commanding Officer
Naval Facilities Engineering Command, Southwest
1220 Pacific Highway, Bldg 130
San Diego, California 92132

REQUEST FOR PROPOSALS (RFP) LI-13142

SIX (6) FULLY FURNISHED APARTMENT UNITS
FOR
NAVY TRAUMA TRAINING CENTER (NTTC) STUDENTS
LOS ANGELES, CALIFORNIA

DECEMBER 17, 2015



JENNIFER L. ARBESU
Real Estate Contracting Officer

THIS REQUEST FOR PROPOSALS (RFP) LI-13142 INCLUDES:

Delineated Area Map	Attachment (1)
Offer Form	Attachment (2)
Representations and Certifications	Attachment (3)
US Government Lease For Real Property	Attachment (4)
General Clauses	Exhibit "A"
Special Provisions	Exhibit "B"
Minimum Specifications for Apartment Units	Exhibit "C"
Apartment Unit Furnishings – Minimum Requirements	Exhibit "D"
Condition Report	Exhibit "E"
Student and Cleaning Schedule	Exhibit "F"

OFFERS TO BE SUBMITTED BY January 20, 2016, 2:00 PM Pacific Standard Time (PST)

Written inquiries regarding this RFP LI-13142 shall be submitted electronically. The Point of Contact (POC) for inquiries is Lacey Barnhill, Realty Specialist at lacey.barnhill@navy.mil. The Government does not intend to respond to inquiries submitted less than ten (10) days before the offer due date.

**REQUEST FOR PROPOSALS (RFP) LI-13142
SIX (6) FULLY FURNISHED APARTMENT UNITS
FOR
NAVY TRAUMA TRAINING CENTER (NTTC) STUDENTS
LOS ANGELES, CALIFORNIA**

December 17, 2015

The Department of the Navy, is considering leasing six (6) fully furnished two-bedroom, two-bathroom apartment units located within one (1) apartment complex (Complex) within a six (6) mile radius of the Los Angeles County and University Southern California (LAC & USC) Medical Center, Los Angeles, California under the process and terms outlined in this **Request for Proposals (RFP)**.

The lease term shall begin March 1, 2016 for a fixed period of one (1) year, and may be renewed for up to nine (9) additional one (1) year option periods, subject to appropriation of available funds.

This RFP LI-13142 is seeking offers that can meet all of the requirements.

This RFP shall not be considered a contract, a promise to a contract, or a commitment of any kind on behalf of the U.S. Government. A U.S. Government Lease will be required to be executed by the Real Estate Contracting Officer of Naval Facilities Engineering Command, Southwest, acting on behalf of the Department of the Navy.

The apartment complex shall be highly maintained and structurally sound and not pose any health, safety or fire hazard. The Complex and each apartment unit shall meet the following minimum **Requirements**:

1. Location:

- a.** The Complex must be located within a six (6) mile radius of the Los Angeles County and University of Southern California (LAC & USC) Medical Center. See attached Attachment (1) for a map of the delineated area.
- b.** The Complex must be, in the sole judgment of the Government, a location conducive to good quality of life including –
 - i.** general aesthetics of the Complex,
 - ii.** exterior maintenance of the Complex and of the neighborhood surrounding the offered units,
 - iii.** general security of the Complex and parking areas including lighting and access, and
 - iv.** management’s attentiveness to issues brought forward by the Government (if prior Navy leasing has occurred at the Complex).

2. Apartment Complex Requirements:

- a. Complex shall meet all federal, state, and local seismic and building codes.
- b. Parking:
 - i. Two (2) assigned parking spaces (including parking decal, etc., if required by apartment complex) shall be provided for each apartment unit leased.
 - ii. Parking area to be secured and away from street traffic
- c. Amenities: Occupant(s) shall have access to all amenities offered within the Complex as provided to all other occupants at no additional cost.

3. Apartment Unit Requirements:

- a. Offer shall be for six (6) fully furnished two-bedroom, two-bathroom units within one (1) Complex. In compliance with the Unified Facilities Criteria (UFC) 4-010-01, DoD personnel cannot occupy in excess of 25% of **any** one (1) building structure. Therefore, the square footage of all units within any one (1) building shall not exceed 25% of the building structure in which the unit is located.
- b. Offered units shall be on the second level or above.

4. Interior Requirements: All six (6) apartment units shall contain the following, as further described in Exhibit “C” attached hereto and made a part hereof the Lease:

- a. Fully furnished two-bedroom, two-bathroom units;
- b. All utilities (heat, electricity, gas, hot and cold water, sewage disposal, and garbage collection/trash removal); and
- c. The units shall have adequate and functional central heating and air-conditioning.
- d. Each bedroom to include:
 - i. Full length mirror, two (2) twin beds with mattresses and foundations, night stands/tables with lamps, dresser or chest of drawers, mattress pad, bedspread or comforter with bed skirt, fitted sheets, flat sheets, hypo-allergenic pillows, pillow cases, blankets.
- e. Kitchen to include:
 - i. Appliances: range/oven combination, 18-cubic foot (CF), frost-free refrigerator with two ice-cube trays or ice maker, dishwasher (full sized), and microwave; and
 - ii. Cookware to include, cutting board, beverage glasses, coffee cups with saucers or mugs, bread/butter plates, dinner plates, cereal/salad bowls, knives, forks, teaspoons, soup spoons, serving platter, serving bowls, utensil tray, paring knife, butcher knife, serving spoons/forks, can opener, tea kettle, coffee pot, salt/pepper shakers, casserole dish, cookware skillet, cookware pots and pans, set of cooking utensils, measuring cup set, cookie sheet/baking pan, kitchen towels, dish clothes, pot holders, broom, dust pan, and trash can.
- f. Dining Room/Living Room to include:
 - i. Dining table with dining chairs, sofa (minimum 72”), chair, coffee table, end tables, table lamps, television, and landline telephone.

- g. Bathrooms to include
 - i. Bath towels, hand towels, wash cloths, shower curtain with hooks, toilet brush, and plunger.
- h. Miscellaneous appliances and household furnishings to include
 - i. Smoke and carbon monoxide alarms, vacuum cleaner including all replacement bags and belts (minimum size: 10 amp or 3 HP), mop and bucket, fire extinguisher, iron and standard size ironing board.
- i. Closet space with hangers.
- j. Washer and dryer in the unit.

5. Service Requirements:

- a. Wireless internet
- b. Basic cable television
- c. Local telephone service
- d. Apartment unit housekeeping (cleaning services), after each 21 day student rotation, see attached Exhibit "F" Student Schedule for detailed dates
- e. All maintenance

6. Miscellaneous Requirements:

- a. Rent: Proposed rental amount shall be inclusive of all above requirements.

7. Proposal Requirements: Offeror shall submit the following information:

- a. Provide completed, signed, and dated proposal using the attached Attachment (2) "Offer Form"
- b. Provide completed, signed, and dated Attachment (3) "Representations and Certifications"
- c. Provide a site map of the premises and a floor plan of the units being offered to include square footage
- d. Register with System for Award Management (SAM) database.

8. Proposal Delivery.

- a. Proposals are due no later than **2:00 P.M. Pacific Standard Time January 20, 2016**. Facsimile submissions will not be accepted. Early submissions are accepted and welcomed. Offerors shall hand deliver, mail, or use an express mail service offers to the following address:

Commanding Officer
Naval Facilities Engineering Command, Southwest
Attn: Code JV10.LB (LI-13142)
1220 Pacific Highway, Bldg. 130
San Diego, CA 92132

- b. Offer envelopes. Offerors shall affix their names and return addresses in the upper left corner of the offer envelope. Envelopes containing offers must be sealed. The outermost envelope or wrapper of proposal package should clearly identify the **RFP Number LI-13142** and the date and time offers are due. Clearly label “**PROPOSAL ENCLOSED,**” on the outermost envelope in which your offer is delivered.
 - c. Submission, modification, revision, and withdrawal of Proposal. Hard copy paper media proposals and modifications to proposals shall be submitted in sealed envelopes or packages, addressed to the office specified in 7.a., above, and showing the time and date specified for receipt, the RFP number (**LI-13142**), and the name and address of the Offeror. An Offeror using express mail should ensure that the proposal is marked on the outermost wrapper with the information in paragraph 7.b., above. A proposal may be modified or withdrawn by written notice sent by mail, or express mail and received at any time before award by the Real Estate Contracting Officer. Withdrawals are effective upon receipt of notice by the Real Estate Contracting Officer. Offerors may submit modifications to their proposals at any time before the RFP closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award. The only acceptable evidence to establish the date of mailing of the proposal, modification, or withdrawal sent either by standard, registered or certified mail is the Postal Service postmark on the wrapper or on the original receipt from the Postal Service. If neither postmark shows a legible date, the proposal, modification or withdrawal shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by the employees of the Postal Service.) The only acceptable evidence to establish the time of receipt at the office designated in 7.a., above is the time-date stamp of that office on the offer wrapper or other documentary evidence of receipt maintained by the Real Estate Contracting Officer. Notwithstanding the above, a late modification of an otherwise successful proposal, which makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
 - d. Continuing Offer. All offers received shall be deemed valid continuing offers from the date and time of receipt of offers until award by the Government, provided such award takes place within ninety (90) days of the Offer Due Date.
9. **Amendments and Acknowledgement of Amendments to the RFP.** Notification of any changes (amendments) to the RFP will be done via the Federal Business Opportunities (“FEDBIZOPPS”) website at <https://www.fbo.gov>. It is the Offeror's responsibility to check the FEDBIZOPPS website daily for any and all amendments to this RFP. Offeror shall acknowledge receipt of any amendment to this RFP by the date and time specified in the amendment(s). In addition, acknowledged amendments shall be submitted with the proposal. If this RFP is amended, all terms and conditions that are not amended remain unchanged.

10. Due Date. Proposals must be received no later than 2:00 pm Pacific Standard Time, January 20, 2016.

11. Evaluation and Award Factors. The offered six (6) fully furnished two-bedroom, two-bathroom apartment units must comply with ALL the requirements included in this Request for Proposals (RFP). Government may require inspection of Complex and offered units. Attachment (4) provides a copy of the lease terms and conditions. The Lease will be awarded based on meeting ALL requirements and lowest price.

This RFP shall not be considered a contract, a promise to a contract, or a commitment of any kind on behalf of the U.S. Government. A U.S. Government Lease will be required to be executed by the Real Estate Contracting Officer of Naval Facilities Engineering Command, Southwest, acting on behalf of the Department of the Navy.

12. Description of Lease and Execution Requirement. Within seven (7) days following award, successful Offeror(s) will be required to formally execute the Lease on a STANDARD FORM 2 (See Attachment (4) with the GENERAL CLAUSES attached as Exhibit "A"; SPECIAL PROVISIONS attached as Exhibit "B"; MINIMUM SPECIFICATIONS FOR APARTMENT UNITS attached as Exhibit "C"; APARTMENT UNIT FURNISHINGS – MINIMUM REQUIREMENTS attached as Exhibit "D"; CONDITION REPORT attached as Exhibit "E"; and STUDENT AND CLEANING SCHEDULE attached as Exhibit "F". Payment of rent shall be in arrears. Although the Government plans to lease for an initial period of one (1) year, with an option for the Government to renew for up to nine (9) additional option terms of one (1) year or a portion thereof, the required time frame cannot be firmly established. The Government shall retain the right to terminate each lease in whole or in part at any time, without cause, by giving at least thirty (30) days written notice to the Lessor.

13. Payment. By participating in this competitive process, the Offeror understands and accepts that should he/she be selected for contract award, payments are made in arrears.

14. Standard Conditions.

- a. The Offeror/Lessor must have an active registration in the System for Award Management (SAM) (formerly Central Contractor Registration (CCR) Vendor Registration) (via the Internet at <http://sam.gov>) prior to lease award and throughout the life of the lease. The Lessor must update or renew registration annually. The Government will not process rent payments to Lessors without an active SAM Registration. The Government only recognizes changes of ownership of the leased premises after the new owner registers in the SAM system.
- b. Award of this lease contract and all agreements related to the obligation of the Government to make payments pursuant to the award of this Lease contemplated in this RFP are subject to U.S. law and the availability of appropriations. Award of any lease contract under this RFP is contingent upon the availability of

appropriated funds from which payments for contract purposes can be made. No legal liability on the part of the Government under this RFP or for any payment may arise until funds are made available to the Real Estate Contracting Officer for a lease contract and until the Offeror receives notice of such availability, to be confirmed in writing by the Real Estate Contracting Officer.

- c. In the event sufficient funds are not made available, the Government shall not make an award under this RFP. Government reserves the right to cancel this RFP without award.
- d. Any information given to a prospective offeror concerning this RFP will be furnished promptly to all other prospective offerors, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offeror.
- e. **52.233-2 - SERVICE OF PROTEST (SEPT 2006)**
 - i. Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from NAVFAC Southwest Mailroom, 1220 Pacific Highway, Bldg. 128, San Diego, CA 92132. The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
- f. **52.270-3 - PARTIES TO EXECUTE LEASE**
 - i. If the Lessor is an individual, that individual shall sign the lease. A lease with an individual doing business as a firm shall be signed by that individual, and the signature shall be followed by the individual's typed, stamped, or printed name and the words, "an individual doing business as _____ [insert name of firm]".
 - ii. If the Lessor is a corporation, the lease must be signed in the corporate name, followed by the signature and title of the officer or other person signing the lease on its behalf, duly attested, and, if requested by the Government, evidence of this authority to so act shall be furnished.
 - iii. If the Lessor is a partnership, the lease shall be signed with the partnership name, followed by the name of the legally authorized partner signing the same, and, if requested by the Government, a copy of either the partnership agreement or current Certificate of Limited Partnership shall accompany the lease.

- iv. If the Lessor is a joint venture, the lease must be signed by each participant in the joint venture in the manner prescribed in paragraphs (a) through (c) of this provision for each type of participant. When a corporation is participating in the joint venture, the corporation shall provide evidence that the corporation is authorized to participate in the joint venture.
- v. If the lease is executed by an attorney, agent, or trustee on behalf of the Lessor, an authenticated copy of his power of attorney, or other evidence to act on behalf of the Lessor, shall accompany the lease.

g. 552.270-1 - INSTRUCTIONS TO OFFERORS—ACQUISITION OF LEASEHOLD INTERESTS IN REAL PROPERTY (JUN 2011)

i. Definitions. As used in this provision—

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing, writing or written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the RFP's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the RFP closing date, at the request of as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

- ii. **Amendments to RFP's.** If this RFP is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this RFP by the date and time specified in the amendment(s).
- iii. **Submission, modification, revision, and withdrawal of proposals.**
 - 1. Unless other methods (e.g., electronic commerce or facsimile) are permitted in the RFP, proposals and modifications to proposals

shall be submitted in paper media in sealed envelopes or packages.
Offers must be:

- a.** Submitted on the forms prescribed and furnished by the Government as a part of this RFP or on copies of those forms, and
- b.** Signed. The person signing an offer must initial each erasure or change appearing on any offer form. If the offeror is a partnership, the names of the partners composing the firm must be included with the offer.

2. Late proposals and revisions.

- a.** The Government will not consider any proposal received at the office designated in the RFP after the exact time specified for receipt of offers unless it is received before the Government makes award and it meets at least one of the following conditions:
 - i.** It was sent by registered or certified mail not later than the 5th calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to RFP requiring receipt of offers by the 20th of the month must have been mailed by the 15th).
 - ii.** It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation.
 - iii.** It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term “working days” excludes weekends and U.S. Federal holidays.
 - iv.** It was transmitted through an electronic commerce method authorized by the RFP and was received at the initial point of entry of the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals.

the U.S. Postal Service, "Postmark" has the same meaning as defined in paragraph (2)(c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

- f.** Notwithstanding paragraph (2)(a) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
 - g.** An offeror may withdraw its proposal by written notice or telegram (including mailgram) received at any time before award. If the RFP authorizes facsimile proposals, an offeror may withdraw its proposal via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.
 - h.** If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the RFP, and urgent Government requirements preclude amendment of the RFP or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the RFP on the first work day on which normal Government processes resume. If no time is specified in the RFP, the time for receipt is 4:30 p.m., local time, for the designated Government office.
- 3.** Any information given to a prospective offeror concerning this RFP will be furnished promptly to all other prospective offerors, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offeror.
 - 4.** Offerors may submit modifications to their proposals at any time before the RFP closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

5. Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
6. The Government will construe an offer to be in full and complete compliance with this RFP unless the offer describes any deviation in the offer.

iv. Lease Award.

1. The Government intends to award a lease resulting from this RFP to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors and subfactors in the RFP.
2. The Government may reject any or all proposals if such action is in the Government's interest.
3. The Government may waive informalities and minor irregularities in proposals received.
4. The Government intends to evaluate proposals and award a lease without discussions with offerors (except clarifications). Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.
5. Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
6. The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line terms or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

7. The execution and delivery of the Lease contract by the Government establishes a valid award and contract.
8. The Government may disclose the following information in postaward debriefings to other offerors:
 - a. The overall ranking of all offerors, when any ranking was developed by the agency during source selection; and
 - b. A summary of the rationale for award.

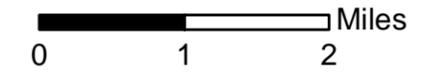
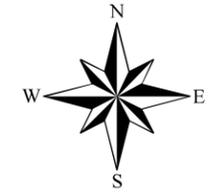
15. Special Notices.

- a. **Payment Due.** The initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the occupancy of space is effective. As provided for by the lease, subsequent rent shall be paid in arrears, and will be due on the first workday of each successive month.
- b. **Force Protection Requirements.** In compliance with the Unified Facilities Criteria (UFC) 4-010-01, DoD personnel cannot occupy in excess of 25% of any one building structure. If at any time the occupancy exceeds 25% in any one building, the Government reserves the right to terminate the number of leases required to achieve the 25% or less occupancy level.
- c. **Notification of PCB Hazardous Condition.** The Lessor shall promptly notify the Contracting Officer and the tenant agency official of any leaks, spills, or other hazardous conditions, which involve polychlorinated biphenyls in any area of the building.
- d. **Termination – Erroneous Representation Concerning Polychlorinated Biphenyls (PCBs) and/or Hazardous Waste Management.**
 - i. The certification regarding PCBs contained in the representation and certification provision of this RFP is a material representation of fact upon which the Government relies when making award. If it is later determined that the presence of PCBs has been misrepresented, the Government reserves the right to require the Lessor, at no cost to the Government, to remove or retrofit any PCB equipment present in the building, in accordance with EPA regulations, or alternatively the Government may terminate the lease. This is in addition to other remedies available to the Government.
 - ii. The certification regarding hazardous waste management contained in the representation and certification provision of this RFP is a material representation of fact upon which the Government relies when making

award. If it is later determined that the presence of hazardous waste, or inappropriate handling thereof, has been misrepresented, the Government reserves the right to require the Lessor, at no cost to the Government, to take the necessary action to mitigate the hazardous waste condition, in accordance with local, state and Federal laws, or alternatively the Government may terminate the lease. This is in addition to other remedies available to the Government.

LAC+USC Medical Center
1983 Marengo St. Los
Angeles, CA 90033

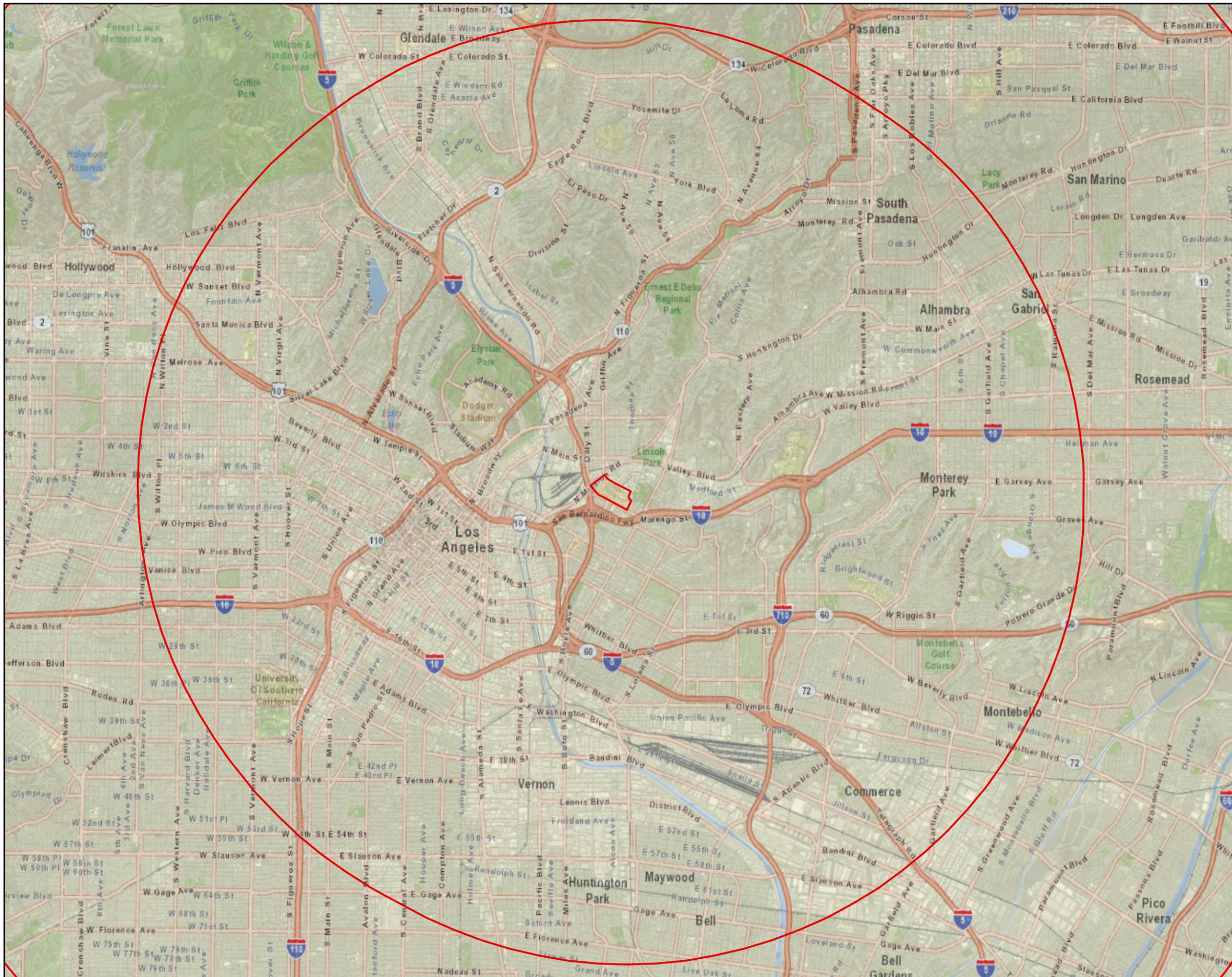
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Document Name: LA_Hospital

Date: 12/03/2015

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OFFER FORM
To be Completed by Offeror

1. OFFEROR'S NAME, ADDRESS, TELEPHONE NUMBER		
2. In compliance with all terms and conditions contained in Request for Proposals LI-13142, dated December 17, 2015, the undersigned hereby offers six (6) fully furnished two-bedroom, two-bathroom apartment units.		
3. Unit Numbers being offered: _____		
4. RENTAL RATE		
LEASE TERM	TOTAL MONTHLY RATE (6 Units Inclusive)	TOTAL YEARLY RATE (6 Units Inclusive)
March 1, 2016 through February 28, 2017		
OPTION YEARS	TOTAL MONTHLY RATE (6 Units Inclusive)	TOTAL YEARLY RATE (6 Units Inclusive)
Option 1 – March 1, 2017 – February 28, 2018		
Option 2 – March 1, 2018 – February 28, 2019		
Option 3 – March 1, 2019 – February 29, 2020		
Option 4 – March 1, 2020 – February 28, 2021		
Option 5 – March 1, 2021 – February 28, 2022		
Option 6 – March 1, 2022 – February 28, 2023		
Option 7 – March 1, 2023 – February 29, 2024		
Option 8 – March 1, 2024 – February 28, 2025		
Option 9 – March 1, 2025 – February 28, 2026		
5. TYPED NAME(S) AND TITLE OF SIGNER		
6. SIGNATURE(S)		
7. DATE SIGNED		

REPRESENTATIONS AND CERTIFICATIONS

To be Completed by Offeror

REPRESENTATIONS AND CERTIFICATIONS	Request for Proposal LI-13142	Dated 12-17-2015
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Complete appropriate boxes, sign, date, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. ANNUAL REPRESENTATIONS AND CERTIFICATIONS FOR LEASEHOLD ACQUISITIONS (APR 2015)

- a. (1) The North American Industry Classification System (NAICS) code for this acquisition is 531120, unless the real property is self-storage (#531130), land (#531190), or residential (#531110).
- b. The System for Award Management (SAM) is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror, by signing this addendum, hereby certifies he will register with SAM.

2. 552.203-72 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT FEDERAL TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION) (OCT 2013)

- a. In accordance with Sections 630 and 631 of Division of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74), and Section 101 of the Continuing Appropriations Act, 2014 (Pub. L. 113-16) none of the funds made available by the Continuing Appropriations Act 2014 may be used to enter into a contract action with any corporation that---
 - i. Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or
 - ii. Was convicted, or had an officer or agent of such corporation acting on behalf of the corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation or such officer or agent and made a determination that this action is not necessary to protect the interests of the Government.

b. The Contractor represents that—

- i. It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- ii. It is [] is not [] a corporation that was convicted, or had an officer or agent of the corporation acting on behalf of the corporation, convicted of a felony criminal violation under any Federal law within the preceding 24 months.

3. 552.203-72 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT FEDERAL TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION) (APR 2012)

a. In accordance with Sections 630 and 631 of Division of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74), none of the funds made available by that Act may be used to enter into a contract action with any corporation that---

- i. Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or
- ii. Was convicted, or had an officer or agent of such corporation acting on behalf of the corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation or such officer or agent and made a determination that this action is not necessary to protect the interests of the Government.

b. The Contractor represents that—

- i. It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- ii. It is [] is not [] a corporation that was convicted, or had an officer or agent of the corporation acting on behalf of the corporation, convicted of a felony criminal violation under any Federal law within the preceding 24 months.

4. The Offeror certifies that he/she has met ALL of the requirements of this Request for Proposal.
5. The Offeror certifies that he/she has read, understands, and accepts all of the terms and conditions of the Lease and its Exhibits attached to this Request for Proposal.
6. The Offeror agrees upon acceptance of this proposal, to lease to the United States of America, six (6) fully furnished two-bedroom, two-bathroom units described as specified herein, in full compliance with and acceptance of the aforementioned Request for Proposal, with all attachments.

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE) <hr/> Signature	TELEPHONE NUMBER <hr/> Date
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**US GOVERNMENT
LEASE FOR REAL
PROPERTY**

File Number: **LI-13142**

DUNS:

CAGE:

TIN:

Date of Lease: **1 MARCH 2016**

Lease Number: **N6247316RP00042**

THIS LEASE, made and entered into this date by and between

whose address is

and whose interest in the property hereinafter described is that of

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, acting by and through the Department of the Navy hereinafter called the Government,

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

to be used for GOVERNMENT PURPOSES:

2. **TO HAVE AND TO HOLD** the said premises with their appurtenances for the term beginning on **March 1, 2016** through **February 28, 2017**, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$_____ at the rate of \$_____ per unit per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

4. The Government may terminate this lease IN WHOLE OR IN PART at any time by giving at least **30** days notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

Lease Number N6247316RP00042	File Number LI-13142
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5. The lease may be renewed at the option of the Government, for the following terms, or any portion thereof, and at the following rentals:

May be renewed for up to nine (9) additional one (1) year option terms.

	<u>Total Monthly Rate</u>	<u>Total Yearly Rate</u>
Option 1 – (March 1, 2017 – February 28, 2018)	\$ _____	\$ _____
Option 2 – (March 1, 2018 – February 28, 2019)	\$ _____	\$ _____
Option 3 – (March 1, 2019 – February 29, 2020)	\$ _____	\$ _____
Option 4 – (March 1, 2020 – February 28, 2021)	\$ _____	\$ _____
Option 5 – (March 1, 2021 – February 28, 2022)	\$ _____	\$ _____
Option 6 – (March 1, 2022 – February 28, 2023)	\$ _____	\$ _____
Option 7 – (March 1, 2023 – February 29, 2024)	\$ _____	\$ _____
Option 8 – (March 1, 2024 – February 28, 2025)	\$ _____	\$ _____
Option 9 – (March 1, 2025 – February 28, 2026)	\$ _____	\$ _____

provided notice be given in writing to the Lessor at least **30** days before the end of the original lease term or any renewal term, notice being effective the date of mailing or facsimile transmission; all other terms and conditions of this lease shall remain the same during any renewal term.

Please note all future funding is subject to the Department of Defense Appropriations Act or the Continuing Resolution Authority whichever becomes applicable.

Accounting Data:

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

A) Six (6) fully furnished two-bedroom, two-bathroom apartment units with two (2) twin beds per room, totaling four (4) twin beds per two-bedroom unit. Also, furnished with kitchen housewares, bed and bath linens, TV in living room, vacuum cleaner, washer and dryer in each unit, local telephone service, utilities (gas, electricity, hot/cold water, sewage, heat, air conditioning, and normal garbage collection services), wireless internet services, and basic cable for TV, as more particularly described in Exhibits “C” and “D” attached hereto and made a part hereof the Lease.

B) Two (2) assigned and secured parking spaces per apartment unit.

C) All Occupant(s) shall have access to all amenities offered within the Complex as provided to all other occupants at no additional cost.

D) Lessor shall perform apartment unit housekeeping (cleaning services), after each 21 day student rotation. Student rotation and cleaning schedule described in Exhibit “F” attached hereto and made a part hereof the Lease.

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6. Continued:

E) DoD occupancy shall be equal to or less than 25% of the offered buildings throughout the lease term and any subsequent option terms.

F) Complex shall meet all federal, state, and local seismic and building codes.

G) Each unit shall be located on the second level or above.

7. The following are attached and made a part hereof:

Exhibit "A", General Clauses

Exhibit "B", Special Provisions

Exhibit "C", Minimum Specifications for Apartment Units

Exhibit "D", Apartment Furnishings – Minimum Requirements

Exhibit "E", Condition Report

Exhibit "F", Student and Cleaning Schedule

8. The following changes were made in this lease prior to its execution:

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR:

By: _____
Signature Title

In Presence of:

Signature Title

UNITED STATES OF AMERICA, acting by and through the Department of the Navy:

By: _____

JENNIFER L. ARBESU
Real Estate Contracting Officer

**GENERAL CLAUSES
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GENERAL CLAUSES

1. DEFINITIONS

- a. The terms “offer” and “Offeror,” and “contract” and “Contractor” shall mean “Lease” and “Lessor”, respectively.
- b. If the lease is a sublease, the term “Lessor” means the sublessor.
- c. The term “Lessor shall provide” means the Lessor shall furnish and install.
- d. The term “occupant(s)” shall mean the individual(s) assigned by a Navy ship or submarine to reside in or an individual apartment(s), Long-stay hotel room(s) within the lease.
- e. The term “general cleaning” means cleaning toilets, sinks, tub/showers, floors, stoves, microwaves (if applicable), dishwashers, and refrigerator in order to make unit ready for new check-in.

2. ADMINISTRATION – Notices to the Government shall be sent to the Following:

- a. The Government’s Real Estate Contracting Officer:

Naval Facilities Engineering Command, Southwest
ATTN: Code JV10.LB
1220 Pacific Highway, Bldg 130
San Diego, California
Telephone (619) 532-1134

- b. The Primary Representative of the Government:

LT Michael A. Bohn, CEC, USN
Facilities Manager
Naval Expeditionary Medical Training Institute
PO Box 555223, Camp Pendleton, CA 92055-5223
Telephone (760) 725-7121, ext. 254

- c. The Local Representative of the Government:

LTJG Jarrett White, MSC, USN
Administrator, Navy Trauma Training Center (NTTC)
1200 North State Street, Room 1050,
Los Angeles, CA. 90033
Telephone (323) 226-4102, ext. 32

3. PAYMENT DUE

The initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the occupancy of space is effective. As provided for by the lease, subsequent rent shall be paid in arrears, and will be due on the first workday of each successive month.

4. INTEREST ON OVERDUE PAYMENTS

The Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 USC 1801) is applicable to payments under this contract and requires the payment to Contractors of interest on overdue payments and improperly taken discounts. Determinations of interest due will be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.

5. AVAILABILITY OF FUNDS

All payments by the Government due under this lease cannot exceed the amount of appropriations available at the time such payments are due hereunder. Additionally, nothing contained in this lease shall be considered as implying that the Congress of the United States of America will at any later date, appropriate sufficient funds to meet any deficiencies hereunder.

6. GOVERNMENT EXPENDITURE

The total maximum annual expenditure by the Government hereunder, including rental and the cost of utilities, maintenance, services, and operation, whether obtained by the Government through this lease or independently of this lease may not exceed the statutory ceiling established for each year of this lease or any renewal thereof, by the Congress of the United States.

7. LESSOR RENTAL COVENANT

Lessor expressly covenants that the rental stipulated in Article No. 3 and 5 of this lease constitutes the entire consideration for the lease and that the Lessor has not and will not enter into any separate agreement with the occupant of the leased premises for any financial obligation of one to the other arising out of occupancy of the premises hereunder.

8. APPLICABLE CODES AND ORDINANCES

The Lessor, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the leased space is situated and, at his own expense, to obtain all necessary permits and related items.

9. INSURANCE

The Lessor shall maintain fire and extended coverage insurance on the premises, in such reasonable amounts as Lessor may desire, and at Lessor's expense. Each policy of insurance maintained by the Lessor as required hereunder shall contain an endorsement reading substantially as follows: "The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy."

10. FORCE PROTECTION REQUIREMENTS

In compliance with the Unified Facilities Criteria (UFC) 4-010-01, DoD personnel cannot occupy in excess of 25% of any one building structure. If at any time the occupancy exceeds 25% in any one building, the Government reserves the right to terminate the number of leases required to achieve the 25% or less occupancy level.

11. DAMAGE BY FIRE OR OTHER CASUALTY

If fire or other casualty destroys the said premises, this lease will immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within 15 calendar days thereafter; if so terminated, no rent will accrue to the Lessor after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage.

12. CONDITION REPORT

A joint physical survey and inspection report of the demised premises will be made as of the effective date of this lease, and at the termination of this lease, reflecting the then present condition, and will be signed on behalf of the parties hereto. It is mandatory that a Lessor Representative and both Government Representatives be present at both scheduled inspections.

The Government will keep, and at the expiration or termination of this lease, deliver up the premises in as good order and condition as the same are now, reasonable wear and tear and damages by accidental fire excepted. Accidental fire is intended to include all fires not caused by the intentional acts of the Government's agents or employees.

13. MAINTENANCE OF PREMISES, HOUSEHOLD FURNISHINGS, CLEANING AND PAINTING ACTIONS

The Lessor shall maintain the demised premises, including the building and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease in good repair and tenantable condition, in accordance with the specifications outlined in Exhibits "B" and "C", except in case of damage arising from the act or the negligence of the Government's agents, employees, or occupants. For the purpose of so maintaining said premises and property, the Lessor may at reasonable times, and with the approval of the authorized Government local (NTTC)

representative in charge, enter and inspect the same and make any necessary repairs thereto. Should the Lessor fail to perform, the Government shall have the right of recourse identified in Clause No. 21 of this Lease.

Following the inspection made as of the effective date of this lease, the Lessor hereby agrees, upon request of the Government, to replace and/or restock any damaged items not considered normal wear and tear, or missing household furnishings identified, with quantities specified in Exhibit "C" of this lease. If the Government requests such replacement or restocking of any missing household furnishings, the Government shall reimburse the Lessor for each item, at a mutually agreed upon amount, but at no time shall the rate exceed the actual costs to the Lessor. All such costs shall be subject to availability of funds appropriated for that purpose. The Lessor agrees to replace or recharge, at no additional cost to the Government, any fire extinguisher(s) supplied under the terms of this lease if found to be discharged or expired.

The Lessor hereby agrees, upon request by the Government, with a termination of a leased apartment or at a change in assigned occupant(s) resulting in a vacant unit, to perform at no additional cost to the Government a general cleaning of the apartment, including appliances, furnishings, and a professional steam cleaning of all carpeted areas (to include carefully moving furniture and returning furniture to its original location) and replacement of all pillows with new ones. Said general cleaning shall occur no more frequently than once per year. Under no circumstances may an occupant of a unit request repainting or a general cleaning.

14. INSPECTION UPON SURRENDER OF THE LEASED PREMISES

It is understood and agreed herein that the Government has the right to terminate all or part of this lease, and all rental stops on the effective date of such termination. Upon receipt of a termination notice, or during the final month of this lease Lessor is required to:

- a) Pre-inspect the unit after tenant has vacated and schedule with the Government's Real Estate point of contact a joint inspection as required under Clause No. 12, so as to document the actual condition of the vacated unit, and determine whether there exist any claims for damages beyond normal wear and tear. **NOTE: DO NOT** make any repairs, changes, or modifications to a unit before the Government documents the condition of the premises in a joint inspection with the NTTC and Lessor Representative;
- b) Submit all damage claims, at the fair/depreciated value, provide proof of payment and pertinent supporting documentation (cleaning expenses, repairs, carpet replacement, or excessive removal of abandoned belongings), to the Government's local (NTTC) representative with copy to Real Estate Contracting Officer within 30 days of the joint inspection.

At the conclusion of a termination, or upon expiration of this lease, the Government and Lessor will execute a "Settlement and Special Release Agreement" reflecting the final resolution of all issues under this lease.

15. DAMAGE TO ANY OR ALL HOUSEHOLD ITEMS AND WINDOW OR DOOR SCREENS

It is understood and agreed herein that the Government shall not be liable for damage due to normal wear and tear to window and door screens. During the term of the Lease any items missing or damaged, beyond normal wear and tear, that are replaced under the terms of paragraph 13. MAINTENANCE OF PREMISES, will be documented by the Lessor and the Government Representative. The Government shall reimburse the Lessor for each item, at a mutually agreed upon amount, but at no time shall the rate exceed the actual costs to the Lessor. All such costs shall be subject to availability of funds appropriated for that purpose.

16. DELIVERY AND CONDITION AND PROGRESSIVE OCCUPANCY

Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit. All furniture, appliances, household furnishings, and other items identified in Exhibits "B" and "C" to this lease are to be assembled and ready for use. All packing and packaging materials are to be removed from the premises prior to delivery. The Government reserves the right to determine when the space is ready to occupy.

The Government shall pay rent only when the entire premises or suitable units are ready for occupancy. The Government reserves the right to appropriately pro rate or reduce the rent in the event of a partial delivery acceptance or in the event of an identified deficiency under the requirements of Exhibits "B" or "C" to this lease. If the agency occupies the space in partial increments, rent will accrue or be paid on a pro rata basis.

17. TIME EXTENSIONS

The lease will not be terminated nor the Lessor charged with resulting damage if delays arise from unforeseeable causes beyond the control of the Lessor and/or his contractors, subcontractors, suppliers, or another Government contractor. However, the Lessor shall notify the Contracting Officer, in writing, of any delay within 10 calendar days after it begins. The Contracting Officer shall ascertain the facts, determine the extent of the delay, and grant extensions when justified.

18. TERMINATION FOR DEFAULT OF OCCUPANCY READINESS

If the Lessor fails to prosecute the work required to deliver the leased premises ready for occupancy by the Government with such diligence as will ensure delivery of the leased premises within the time required by the lease agreement, or any extension of the specified time, or if the Lessor fails to complete said work within such time, the Government may, by written notice to the Lessor, terminate the lease agreement. Regardless of whether the lease is terminated, the Lessor and his sureties shall be liable for any damage to the Government resulting from his failure to deliver the premises ready for occupancy within the specified time.

19. INSPECTION OF PREMISES

At all times after receipt of offers, prior to or after acceptance of any offers, or during any construction, remodeling, or renovation work, the premises and the building or any parts thereof, upon reasonable and proper notice, must be accessible for inspection by the Contracting Officer, or by architects, engineers, or other technicians representing him, to determine whether the essential requirements of the solicitation or the lease requirements are met.

Periodic review, tests, and inspections by the Government are not to be interpreted as resulting in any approval of the Lessor's apparent progress, but are intended to discover any information, which the Contracting Officer may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor will remain completely responsible for designing, constructing, operating, and maintaining the leased premises in full accordance with the requirements of the solicitation and the resulting lease.

The Government reserves the right, upon reasonable notice, to:

- a. inspect and perform bulk sampling and analysis of suspected asbestos containing materials;
- b. monitor the air for asbestos fibers in the space under lease as well as other areas of the building deemed necessary by the Contracting Officer;
- c. inspect the premises for any leaks, spills, or other potentially hazardous conditions, which may involve tenant exposure to hazardous or toxic substances (e.g. polychlorinated biphenyls);
- d. inspect the site upon which the space is offered for any current or past hazardous waste operations, and ensure that appropriate mitigating actions were taken to alleviate any environmentally unsound activities in accordance with Federal, State, and local regulations.

20. SUBLETTING THE PREMISES

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting.

21. FAILURE IN PERFORMANCE

The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this lease are dependent. In the event of failure by the Lessor to provide any of these items, at the Government's option, the Government may:

- a. Relocate the occupants assigned to the leased unit, at the expense of the Lessor.
- b. By contract or otherwise perform the service, maintenance, utility, or repair, and charge to the Lessor any cost incurred by the Government that is related to the performance of

- such service, maintenance, etc., including any administrative costs, and deduct such cost from any rental payments.
- c. Reduce rental payments by the corresponding value of the contract requirement not performed, as determined by the Contracting Officer.
 - d. By written notice to the Lessor, terminate the lease agreement.

These remedies are not exclusive and are in addition to any other remedies, which may be available under this contract or in the law.

22. CHANGES

a. The Contracting Officer may at any time, by written order, make changes within the general scope of this lease in any one or more of the following:

- (1) Specifications;
- (2) Work or services;
- (3) Amount of space.

b. If any such change causes an increase or decrease in the Lessor's cost of, or the time required for, performance under this contract, whether or not changed by the order, the Contracting Officer shall modify the lease by:

- (1) making an equitable adjustment in the rental rate;
- (2) making a lump sum price adjustment; or
- (3) revising the delivery schedule.

c. If such change causes an increase in costs under this contract, the Lessor shall submit any "proposal for adjustment" (hereafter referred to as proposal) under the clause Proposals for Adjustment.

d. Failure to agree to any adjustment shall be a dispute under the Disputes clause.

e. No services or work for which an additional cost or fee will be charged by the Lessor will be furnished without the prior written authorization of the Contracting Officer or a designated representative of the Contracting Officer.

23. PROPOSALS FOR ADJUSTMENT

a. The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.

b. If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished

or services to be performed when the cost exceeds \$25,000. The proposal, including all subcontractor work, will contain at least the following details:

- (1) Material quantities and unit costs;
- (2) Labor costs (identified with specific item or material to be placed or operation to be performed);
- (3) Equipment costs;
- (4) Workmen's compensation and public liability insurance;
- (5) Overhead;
- (6) Profit; and
- (7) Employment taxes under FICA and FUTA.

c. The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$100,000 in cost:

- (1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.804-2),
- (2) The Lessor's representative, all contractors, and subcontractors whose portion of the work exceeds \$100,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.804-4), and
- (3) The agreement for "Price Reduction for Defective Cost or Pricing Data" must be signed and returned (48 CFR 15.804-8).

d. Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

e. The following FAR clauses also apply whenever cost or pricing data is required, and have the same effect as if incorporated in this lease in their entirety: 52.215-22 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA and 52.215-22 SUBCONTRACTOR COST OR PRICING DATA.

24. DISPUTES

a. This contract is subject to the Contract Disputes Act of 1978 (41 USC 601-613)(the Act).

b. Except as provided in the Act, all disputes arising under or relating to this lease shall be resolved under this clause.

c. "Claim," as used in this clause, means a written demand or written assertion by the Lessor or the Government seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under this lease, unlike a claim relating to this lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Lessor seeking the payment of money exceeding \$100,000 is

not a claim under the Act until certified as required by subparagraph (d) below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d. A claim by the Lessor shall be made in writing and submitted to the Commander, Naval Facilities Engineering Command, Atlantic for a written decision. A claim by the Government against the Lessor shall be subject to a written decision by the Commander, Naval Facilities Engineering Command, Atlantic.

(1) The Lessor shall provide the certification specified in subparagraph d(3) of this clause when submitting any claim--

(a) Exceeding \$100,000; or

(b) Regardless of the amount claimed, when using--

-1- Arbitration conducted pursuant to 5 U.S.C. 575-580; or

-2- Any other alternative means of dispute resolution (ADR) technique

that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(2) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(3) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Lessor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Lessor."

(4) The certification may be executed by any person duly authorized to bind the Lessor with respect to the claim.

e. For Lessor claims of \$100,000 or less, the Commander, Naval Facilities Engineering Command, Atlantic must, if requested in writing by the Lessor, render a decision within 60 days of the request. For Lessor-certified claims over \$100,000, the Commander, Naval Facilities Engineering Command, Atlantic must, within 60 days, decide the claim or notify the Lessor of the date by which the decision will be made.

f. The Commander, Naval Facilities Engineering Command, Atlantic decision shall be final unless the Lessor appeals or files a suit as provided in the Act.

g. At the time a claim by the Lessor is submitted to the Commander, Naval Facilities Engineering Command, Atlantic or a claim by the Government is presented to the Lessor, the parties, by mutual consent, may agree to use ADR. When using arbitration conducted pursuant to 5 U.S.C. 575-580, or when using any other ADR technique that the agency elects to handle in

accordance with the ADRA, any claim, regardless of amount, shall be accompanied by the certification described in subparagraph d(3) of this clause, and executed in accordance with subparagraph d(4) of this clause.

h. The Government shall pay interest on the amount found due and unpaid by the Government from (1) the date the Commander, Naval Facilities Engineering Command, Atlantic receives the claim (property certified, if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Commander, Naval Facilities Engineering Command, Atlantic initially receives the claim. Simple interest on claims shall be paid at the rate fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Commander, Naval Facilities Engineering Command, Atlantic receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

i. The Lessor shall proceed diligently with the performance of the lease, pending final resolution of any request for relief, claim, appeal, or action arising under the lease, and comply with any decision of the Commander, Naval Facilities Engineering Command, Atlantic.

25. EXAMINATION OF RECORDS BY COMPTROLLER GENERAL

a. This clause applies if this contract exceeds \$10,000 and was entered into by negotiation.

b. The Comptroller General of the United States or a duly authorized representative from the General Accounting Office shall, until 3 years after final payment under this contract or for any shorter period specified in Federal Acquisition Regulation (FAR) Subpart 4.7, Contractor Records Retention, have access to and the right to examine any of the Contractor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

c. The Contractor agrees to include in first-tier subcontracts under this contract a clause to the effect that the Comptroller General or a duly authorized representative from the General Accounting Office shall, until 3 years after final payment under the subcontract or for any shorter period specified in FAR Subpart 4.7, have access to and the right to examine any of the subcontractor's directly pertinent books, documents, paper, or other records involving transaction related to the subcontract. "Subcontract," as used in this clause, excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established to apply uniformly to the public, plus any applicable reasonable connection charge.

d. The periods of access and examination in paragraphs (b) and (c) above for records relating to (1) appeals under the Disputes clause, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Comptroller General or a duly authorized representative from the General Accounting Office has taken exception shall continue until such appeals, litigation, claims, or exceptions are disposed of.

26. EXAMINATION OF RECORDS BY U.S. NAVY

The Contractor agrees that the U.S. Navy or any of its duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, paper, and records of the Contractor involving transactions related to this contract or compliance with any clauses there under. The Contractor further agrees to include in all his subcontractors hereunder a provision to the effect that the subcontractor agrees that the Secretary of the Navy or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract or compliance with any clauses there under. The term "subcontract" as used in this clause exclude (a) purchase orders not exceeding \$10,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

27. GRATUITIES

a. The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative:

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

b. The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

c. If this contract is terminated under paragraph (a) above, the Government is entitled:

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee.

d. The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

28. COVENANT AGAINST CONTINGENT FEES

a. The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to deduct from the rental-price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee. (Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this clause.)

b. "Bona fide agency," as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

c. "Bona fide employee," as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

d. "Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

e. "Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

29. ASSIGNMENT OF CLAIMS

a. The Contractor, under the Assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

b. Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except

that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

c. The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

30. EQUAL OPPORTUNITY

a. If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded non-exempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

b. During performance of this contract, the contractor agrees as follows:

(1) The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(2) The contractor shall take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor.

(8) The Contractor shall permit access to its books, records, and accounts by the contracting agency or the Office of Federal Contract Compliance Programs (OFCCP) for the purpose of investigation of ascertain the Contractor's compliance with the applicable rules, regulations, and orders.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled,

terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

c. Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

31. UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS

a. It is the policy of the United States that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major system. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amount due pursuant to the terms of their subcontracts with small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals.

b. The Contractor hereby agrees to carry out this policy in the awarding of subcontractors to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

c. As used in this contract, the term "small business concern" shall mean a small business as defined pursuant to section 3 of the Small Business Act and relevant regulation promulgated pursuant thereto. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern--

(1) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals; or, in the case of any publicly owned business, at least 51 percent of the

stock of which is unconditionally owned by one or more socially and economically disadvantaged individuals; and

(2) Whose management and daily business operations are controlled by one or more of such individuals.

This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

The Contractor shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans and other minorities, or any other individual found of be disadvantaged by the Administration pursuant to Section 8(a) of the Small Business Act. The Contractor shall presume that socially and economically disadvantaged entities also include Indian Tribes and Native Hawaiian Organizations.

d. Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as either a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.

32. UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES

a. "Women-owned small businesses," as used in this clause, means businesses that are at least 51 percent owned by women who are United States citizens and who also control and operate the business. "Control," as used in this clause, means exercising the power to make policy decisions. "Operate," as used in this clause, means being actively involved in the day-to-day management of the business. "Small business concern," as used in this clause, means a concern including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

b. It is the policy of the United States that women-owned small businesses shall have the maximum practicable opportunity to participate in performing contracts awarded by any Federal agency.

c. The Contractor agrees to use its best efforts to give women-owned small businesses the maximum practicable opportunity to participate in the subcontract it awards to the fullest extent consistent with the efficient performance of its contract.

d. The Contractor may rely on written representations by its subcontractors regarding their status as women-owned small businesses.

33. AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS

a. Definitions:

"Appropriate office of the State employment service system," as used in this clause, means the local office of the Federal-State national system of public employment offices assigned to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.

"Openings that the Contractor proposes to fill from within its own organization," as used in this clause, means employment openings for which no one outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) will be considered and includes any openings that the Contractor proposes to fill from regularly establish "recall" lists.

"Opening that the Contractor proposes to fill under a customary and traditional employer-union hiring arrangement," as used in this clause, means employment openings that the Contractor proposes to fill from union halls, under their customary and traditional employer-union hiring relationship.

"Suitable employment openings," as used in this clause--

(1) Includes, but is not limited to, openings that occur in jobs categorized as (i) Production and non-production; (ii) Plant and office; (iii) Laborers and mechanics; (iv) Supervisory and non-supervisory; (v) Technical; and (vi) Executive, administrative, and professional positions compensated on a salary basis of less than \$25,000 a year; and--

(2) Includes full-time employment, temporary employment of over 3 days, and part-time employment, but not openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement, nor openings in an educational institution that are restricted to students of that institution.

b. General:

(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a special disabled or Vietnam era veteran. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled and Vietnam era veterans without discrimination based upon their disability or veterans' status in all employment practices such as-- (i) Employment; (ii) Upgrading; (iii) Demotion or transfer; (iv) Recruitment; (v) Advertising; (vi) Layoff or termination; (vii) Rates of pay or other forms of compensation; and (viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans Readjustment Assistance Act of 1972 (the Act), as amended.

c. Listing Openings

(1) The Contractor agrees to list all suitable employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) The listing of suitable employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and non- veterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(4) Under the most compelling circumstances, an employment opening may not be suitable for listing, including situations when (i) the Government's needs cannot reasonably be supplied, (ii) listing would be contrary to National security, or (iii) the requirement of listing would not be in the Government's interest.

d. Applicability

The terms of paragraph (c) above of this clause do not apply to openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.

e. Postings

(1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.

(3) The contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor

is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified special disabled and Vietnam era Veterans.

f. Noncompliance

If the Contractor does not comply with the requirements of this clause, appropriate action may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

g. Subcontracts

The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

34. EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

a. The contractor agrees to report at least annually, as required by the Secretary of Labor, on:

(1) The number of special disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.

b. The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment report VETS-100." Computer-generated forms are acceptable, provided that all required information and data are presented in the same format as the VETS-100 form.

c. Reports shall be submitted no later than March 31 of each year beginning March 31, 1988.

d. The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the Contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

e. The count of veterans reported according to paragraph (a) above shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 2012(d) shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 2012 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided, that the information will be kept

confidential, that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment, and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 2012. Nothing in this paragraph (e) shall preclude an employee from informing a Contractor at a future time of his or her desire to benefit from this program. Nothing in this paragraph (e) shall relieve a Contractor from liability for discrimination under 38 U.S.C. 2012.

f. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

35. AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES

(a) *General.*

(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as—

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor, including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) *Postings.*

(1) The Contractor agrees to post employment notices stating—

- (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
- (ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (*e.g.*, the Contractor may have the notice read

to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

36. ANTI-KICKBACK PROCEDURES

a. Definitions

(1) "Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

(2) "Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

(3) "Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

(4) "Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

(5) "Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract. "Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

(6) "Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

b. The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from-

(1) Providing or attempting to provide or offering to provide any kickback;
(2) Soliciting, accepting, or attempting to accept any kickback; or
(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

c. (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in Paragraph b. of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in Paragraph b. of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate full with any Federal agency investigating a possible violation described in Paragraph b. of this clause.

(4) Regardless of the contract tier at which a kickback was provided, accepted, or charged under the contract in violation of paragraph (b) of this clause, the Contracting Officer may: (i) Offset the amount of the kickback against any monies owed by the United States under this contract and/or (ii) Direct that the Contractor withhold from sums owed the subcontractor, the amount of the kickback. The Contracting Officer may order that monies withheld under Subdivision c(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under Subdivision c(4)(i) of this clause. In the latter case, the Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this Subparagraph c(5), in all subcontracts under this contract.

37. NOTIFICATION OF PCB HAZARDOUS CONDITION

The Lessor shall promptly notify the Contracting Officer and the tenant agency official of any leaks, spills, or other hazardous conditions, which involve polychlorinated biphenyls in any area of the building.

38. CRIMES, DEBARMENTS, SUSPENSIONS, AND DEFAULTS

By signature on this lease, the Lessor certifies that he (and, if Lessor is a corporation, its officers) and principal employees have not been indicted or convicted, within the last three years, of: a criminal offense incident to obtaining, trying to obtain, or performing a contract; a violation of the Organized Crime Control Act of 1970; a violation of Federal or State Antitrust statutes;

embezzlement, theft, forgery, bribery, falsification or destruction of records, tax fraud or receiving stolen property. By signature on this lease, the Lessor further certifies that he (and, if Lessor is a corporation, its officers) has not been debarred or suspended from the award of public contracts nor has had a public contract terminated for default. This certification is a material representation of fact upon which the Government relies. If it is later determined that the certification was erroneous, in addition to other remedies available to the Government, the Government reserves the right to terminate for default.

The Lessor agrees to notify the Contracting Officer, in writing, of any change to the certification. The knowledge of the person who executes this lease is not required to exceed the knowledge, which that person can reasonably be expected to possess.

39. PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

a. The Government suspends or debar Contractors to protect the Government's interests. Contractors shall not enter into any subcontract equal to or in excess of \$25,000 with a Contractor that has been debarred, suspended, or proposed for debarment unless there is a compelling reason to do so. If a Contractor intends to subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the list of Parties Excluded from Procurement Programs), a corporate officer or designee of the Contractor shall notify the Contracting Officer, in writing, before entering into such subcontract. The notice must include the following:

- (1) The name of the subcontractor;
- (2) The Contractor's knowledge of the reasons for the subcontractor being on the list of the Parties Excluded from Procurement Programs;
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the list of Parties Excluded from Procurement Programs; and
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

40. LESSOR'S SUCCESSORS

The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

41. WARRANTY OF SPACE

a. Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Lessor warrants that all space leased to the Government under this contract, spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, engineering spaces in the same ventilation zone as the leased space, public spaces and common use space (e.g., lobbies, hallways) will, at the time of

acceptance and during the term of the lease contract, comply with the asbestos requirements of this contract. The Contracting Officer shall notify the Lessor in writing, within 30 days after the discovery, of any failure to comply with the asbestos requirements.

b. If the Lessor fails, after receipt of notice, to make correction within the specified period of time, the Government shall have the right to make correction and charge to the Lessor the costs occasioned to the Government or terminate the lease agreement at no cost of the Government.

c. The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law and under this contract.

d. Definitions

(1) "Acceptance", as used in this clause means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, the leased premises as ready for occupancy or approves a portion of the premises for occupancy in accordance with the provisions of this lease contract.

(2) "Correction", as used in this clause, means (i) the removal, encapsulation or enclosure of any friable asbestos materials found in the space leased to the Government, spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, public spaces, engineering spaces in the same ventilation zone as the leased space and common use space (e.g., lobbies, hallways). Following such abatement actions, the Lessor shall adhere to the Government's required post-asbestos-abatement air monitoring program. (ii) with regard to non-friable asbestos materials in good condition, it means the establishment and execution of a special operations and maintenance program and an abatement plan, approved by the Government, to be implemented from the time the materials are discovered through the remainder of the lease term.

**42. TERMINATION - ERRONEOUS REPRESENTATION CONCERNING
POLYCHLORINATED BIPHENYLS (PCBs) AND/OR HAZARDOUS WASTE
MANAGEMENT**

a. The certification regarding PCBs contained in the representation and certification provision of this solicitation is a material representation of fact upon which the Government relies when making award. If it is later determined that the presence of PCBs has been misrepresented, the Government reserves the right to require the Lessor, at no cost to the Government, to remove or retrofit any PCB equipment present in the building, in accordance with EPA regulations, or alternatively the Government may terminate the lease. This is in addition to other remedies available to the Government.

b. The certification regarding hazardous waste management contained in the representation and certification provision of this solicitation is a material representation of fact upon which the Government relies when making award. If it is later determined that the presence of hazardous waste, or inappropriate handling thereof, has been misrepresented, the Government

reserves the right to require the Lessor, at no cost to the Government, to take the necessary action to mitigate the hazardous waste condition, in accordance with local, state and Federal laws, or alternatively the Government may terminate the lease. This is in addition to other remedies available to the Government.

43. DRUG-FREE WORKPLACE

a. Definitions

(1) As used in this clause, "Controlled substance" means a controlled substance in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

(2) "Conviction" means a finding of guilt (including a pleas of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

(3) "Criminal drug statutes" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

(4) "Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

(5) "Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. Directly engaged is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

(6) "Individual means an Offeror/Contractor that has no more than one employee including the Offeror/Contractor.

b. The Contractor, if other than an individual, shall within 30 calendar days after award (unless a longer period is agreed to in writing for contracts of 30 calendar days or more performance duration), or as soon as possible, for contracts of less than 30 calendar days performance duration:

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about: (i) The dangers of drug abuse in the workplace; (ii) The contractor's policy of maintaining drug-free workplace; (iii) Any available drug counseling, rehabilitation, and employee assistance

programs; and (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Provide all employees engaged in performance of the contract with a copy of a statement required by subparagraph (b)(1) of this clause:

(4) Notify such employees in writing in the statement required by subparagraph b(1) of this clause, that as a condition of continued employment on this contract, the employee will: (i) Abide by the terms of the statement; and (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction.

(5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 calendar days after receiving notice under subdivision b(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace; (i) Taking appropriate personnel action against such employee, up to and including termination; or (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraph (b)(1) through (b)(6) of this clause.

c. The Contractor, if an individual agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful, manufacture, distribution, dispensing, possession, or sale of a controlled substance in the performance of this contract.

d. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs b or c of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

44. REMEDIES FOR ILLEGAL OR IMPROPER ACTIVITY

a. If the agency head or designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act (41 U.S.C. 423) as implemented in the Federal Acquisition Regulation, the government, at its election, may --

(1) Reduce the monthly rental under this lease by 5 percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover 5 percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by 5 percent of the amount of the alterations agreement; or

(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

b. Prior to making a determination as set forth above, the agency head or designee shall provide to the Lessor a written notice of the action being considered and the basis therefore. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

c. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

45. DISPLAY ADVERTISING

No advertising matter shall be constructed on or over the premises, unless authorized by the Contracting Officer.

46. HOUSING NON-DISCRIMINATION

It is understood and agreed that the Government will assign the demised premises to military personnel, in accordance with Executive Order No. 11063, dated 20 November 1962, which provides that housing and related facilities shall be available without discrimination among tenants because of race, color, creed or national origin.

47. MOVEMENT FOR CONVENIENCE OF LESSOR

In the event an apartment unit leased by the Government becomes uninhabitable through no fault of the Government, and the occupant(s) are moved for the convenience of the Lessor to a comparable apartment subject to Government approval, the Lessor will fully reimburse any costs incurred by the occupant(s) resulting from performance of the move such as cable, utilities, telephone and other similar fees and charges.

48. FAR 52.232-33 - PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (Jul. 2013)

(a) *Method of payment.*

(1) All payments by the Government under this contract, shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause,

the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment;
or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the SAM database.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) *Liability for uncompleted or erroneous transfers.*

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the SAM database.

**49. DFARS 252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT
(Feb. 2014)**

(a) *Definitions.* As used in this provision—

“System for Award Management (SAM) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR 32.11) for the same parent concern.

“Registered in the System for Award Management (SAM) database” means that—

(1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database; and

(2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and

(4) The Government has marked the record “Active.”

SPECIAL PROVISIONS

1. It is understood and agreed that the Government will assign the demised premises to military personnel, in accordance with Executive Order No. 11063, dated 20 November 1962, which provides that housing and related facilities shall be available without discrimination among tenants because of race, color, creed, or national origin.
2. Lessor expressly covenants that the rental stipulated in this Lease constitutes the entire consideration for this Lease and that the Lessor has not and will not enter into any separate agreement with the occupant of the leased premises for any financial obligation of one to the other arising out of occupancy of the premises hereunder.
3. The total maximum annual expenditure by the Government hereunder, including rental and the cost of utilities, maintenance, services, and operation, whether obtained by the Government through this Lease or independently of this Lease may not exceed the statutory ceiling established for each year of this Lease or any renewal thereof, by Congress of the United States.

MINIMUM SPECIFICATIONS FOR APARTMENT UNITS

1. Specific furniture, appliance and household furnishing requirements shall be provided as shown on Exhibit "D" to the lease. Furniture should be of good quality and condition. Furnishings and appliances shall be provided; specifically, range/oven combination, an 18-cubic foot (CF), frost-free refrigerator with two ice-cube trays or ice maker, dishwasher (full sized), microwave, venetian blinds, mini-blinds and/or shades on all windows; all windows capable of opening for ventilation must be appropriately screened to prevent insect entry into the unit; draw drapes or vertical blinds over patio doors, shower curtains with hooks, and carpeting in bedrooms. All light fixtures and lamps must contain light bulbs with a minimum rating of 60 watts unless otherwise indicated by the United Laboratories (UL) rating of the fixture.

Furnishings and appliances provided must be of sufficient capacity and quality in materials and workmanship to remain serviceable during each lease period given the expected fair wear and tear normal to continuous use and cleaning by several adults.

Furnishings, appliances and appurtenances which become unserviceable during the lease period(s) and which unserviceability is not caused by negligence of the Government will be replaced in kind by the Lessor at no additional cost to the Government. Such replacement in kind will include the removal, transportation and reinstallation of these items and any subcomponents of these aforementioned items, which subcomponents may be comprised of, but not limited to, belts, screws and fasteners, filters, batteries, light bulbs, etc. Lessor will install any such components or subcomponents except that Navy occupant(s) will install Lessor-provided light bulbs into lamps provided under Exhibit "D".

2. Units shall be located on the second level or above.

3. In compliance with the Unified Facilities Criteria (UFC) 4-010-01, DoD personnel cannot occupy in excess of 25% of any one (1) building structure. Therefore, the square footage of all units within any one (1) building shall not exceed 25% of the building structure in which the unit is located.

4. Lessor shall provide laundry facilities to include washer and dryer within each unit.

5. The utilities to be provided for each unit include heat, air conditioning, electricity, gas (if applicable), hot and cold water, sewage disposal, and garbage collection/trash removal from central dumpsters or curbside.

6. The units shall have adequate and functional central heating and air-conditioning.

7. Lessor shall provide routine insect/pest prevention/ extermination, sufficient to control insect/pest infestation.

8. Two (2) assigned parking spaces (including parking decals, etc., if required by the apartment complex) secured and away from street traffic shall be provided for each apartment leased herein.

9. Six (6) keys for each unit shall be provided to the Government. Keys will be given to the NTTC Housing Office to issue to occupant(s) for the apartment unit(s) leased herein. It is the Lessor's responsibility to obtain and provide gate cards, mailbox keys, fitness room keys, and storage keys to occupant(s), if required. Government shall retain two (2) apartment keys for each unit leased herein. These two (2) keys are to be controlled by the Government for duplication purposes and spot inspections. All unit door keys will be issued directly to the Government and retained by the Government until expiration of the lease. Door locks shall be re-keyed once a year and new keys issued upon request of the Government, at no additional cost. Although a reasonable effort will be made to return all keys, the Government does not guarantee that every key will be returned and will not be liable for a failure to return all the keys.

10. Apartment unit housekeeping (cleaning services), shall be performed after each 21 day student rotation, see attached Exhibit "F" Student and Cleaning Schedule for detailed dates.

11. Occupants shall have access to all facilities within the apartment complex as provided to all other occupants, at no additional cost.

12. Complex shall meet all federal, state, and local seismic and building codes.

13. Lessor shall provide 24-hour maintenance service. Lessor will notify the NTTC Housing Office of all emergency or urgent service calls placed by occupants, no later than the close of business on the next working day. This requirement exists for service calls from the occupants, the NTTC Housing Office, and for deficiencies found by management or maintenance personnel at the community.

Service in accordance with the following is required from the beginning to the end of the lease contract with the Government. Any service that renders the apartment temporarily uninhabitable may result in an abatement rent for the period until the unit is repaired and fully ready for occupancy, in accordance with Clause No. 21 of Exhibit "A" of the Lease. Service calls are to be classified as follows:

a. Emergency Service Calls. The Lessor shall respond on-site to emergency service calls within sixty (60) minutes after receipt of the call, 24 hours per day seven (7) days per week. Once on-site, the Lessor shall perform the required work to completion. Emergency service calls consist of correcting failures in service or facilities that endanger occupants or property. Examples of emergency service calls are overflowing drains, broken water pipes, electrical service outage, broken electrical components which may cause fire or shock to personnel, gas leaks, complete failure of an appliance, problems which would render the unit uninhabitable, or inability to lock, unlock or secure an exterior door or window.

(1) Heating or air conditioning service calls from occupants that a medical requirement for maintaining stable temperature levels of heating and air conditioning shall be classified as an emergency call. The Government's local NTTC representative will provide the Lessor with a list of occupants with special medical requirements.

(2) During the heating season, the Lessor shall respond on-site to heating service calls from residents not on the Special Medical Requirements List within sixty (60) minutes after receipt of the call, 24 hours per day seven (7) days per week. Once on-site, the Lessor shall make every reasonable effort to correct the heating service failure immediately. If it is impractical to correct the failure immediately, the Lessor shall provide space heaters to adequately heat the unit until the repairs are completed.

b. Urgent Service Calls. The Lessor shall respond to calls classified as urgent calls within 24 hours after receipt of the service call, seven (7) days per week. Once on-site, the Lessor shall prosecute the work to completion. Urgent service calls consist of correcting failures in service or facilities, which do not immediately endanger the occupants or threaten damage to property, but would soon inconvenience and affect the health or well being of the occupants. Examples of urgent service calls include, but are not limited to, heating, air conditioning, replacement/repair of security light bulbs (interior or exterior or in common areas), replacement of batteries in smoke alarms, partial failure of range/oven (two or more burners or oven inoperable), refrigerators or water heaters. When the Lessor determines that a repair under this clause cannot be completed within 48 hours of the service call, or that the item(s) must be promptly removed from the housing unit(s) for repair(s), the Lessor shall immediately replace the failing item(s) with items(s) that are clean and operating properly. The removed item(s), if returned repaired, shall be cleaned by the Lessor.

c. Routine Service Calls. The Lessor shall complete routine service calls within two (2) business days from receipt of call or identification of the problem during normal working hours. Routine service calls consist of calls, which cannot be classified as emergency or urgent. Examples of routine service calls include repair of windows, ceilings, floors, counters and cabinets, freeing binding doors, repair of bathroom tile, etc. Routine service calls requiring maintenance, repair or replacement should normally be completed prior to the end of normal working hours on the day the work started. If it is not possible to complete the work, the work area shall be left in a safe, clean and orderly condition, and the work shall be completed the next working day.

Apartment Unit Furnishings - Minimum Requirements

KITCHEN - PER UNIT

Appliances:

- 1 Range/Oven Comb.
- 1 Minimum 18 CF Refrigerator (Frost-free)
w/2 Ice Trays or Ice Maker
- 1 Full-sized Dishwasher
- 1 Microwave

Household Furnishings:

- 1 Cutting Board (Minimum 9" X 12")
- 4 Beverage Glasses (10-12 Oz)
- 4 Coffee Cups W/Saucers or Mugs
- 4 Bread/Butter Plates
- 4 Dinner Plates
- 4 Cereal/Salad Bowls
- 4 Knives
- 4 Forks
- 4 Teaspoons
- 4 Soup Spoons
- 1 Serving Platter
- 1 Serving Bowls
- 1 Utensil Tray
- 1 Paring Knife
- 1 Butcher Knife
- 1 Serving Spoons/Fork*
- 1 Can Opener
- 1 Tea Kettle or Stove-Top
Coffee Pot, 8-Cup Minimum
- 1 Salt/Pepper Shakers
- 1 Casserole Dish*
- 1 Cookware Skillets*
- 1 Cookware Set*
- 1 Measuring Cup or Set
- 1 Cookie Sheet/Baking Pan*
- 2 Kitchen Towels
- 2 Dish Clothes
- 2 Pot Holders
- 1 Broom
- 1 Dust Pan
- 1 Trash Can
- 1 Set Cooking Utensils*

DINING ROOM - PER UNIT

Furniture:

- 1 Dining Table/Dinette
- 4 Dining (matching) Chairs
- 1 Television
- 1 Telephone

LIVING ROOM - PER UNIT

Furniture:

- 1 Sofa (Min. 72")
- 2 Occasional Chairs or Loveseat
- 1 Coffee Table
- 2 End Tables
- 2 Table Lamps

BEDROOM - PER OCCUPANT TWO PER ROOM

Furniture:

- 1 Full Length Mirror - Per Bedroom
- 4 Twin Bed W/Mattress & foundation
two beds Per Room
- 2 Night Stand/Table with Lamp
- 2 Dresser or Chest of Drawers

Household Furnishings:

- 4 Mattress Pad
- 4 Bedspread or Comforter
w/Bed skirt
- 8 Fitted Sheets
- 8 Flat Sheets
- 4 New Hypo-Allergenic Pillows

- 8 Pillow Cases
- 4 Blankets

BATH - PER OCCUPANT

Household Furnishings:

- 4 Bath Towels
- 4 Hand Towels
- 4 Wash Cloths

Per Bathroom:

- 1 Shower Curtain with Hooks
- 1 Toilet Brush
- 1 Plunger (For Toilet & Drains)

MISCELLANEOUS -PER UNIT

Appliances:

- 1 Smoke and Carbon Monoxide Alarms
- 1 Vacuum Cleaner Including
All Replacement Bags and Belts
Min. Size: 10 Amp or 3 HP
- 1 Washer and Dryer

Household Furnishings:

- 1 Mop
- 1 Bucket
- 1 Fire Extinguisher
- 1 Iron and Standard Size Ironing
Board

NOTES: *Cooking utensils and cookware/skillets/pans must be of compatible types (i.e., provide nylon/plastic (vs. metal) utensils for use with non-stick coated cookware.)

CONDITION REPORT

COMPLEX _____ APT # _____

STREET _____

#BDR _____ #BATHS _____ #OCCUPANTS _____

SMOKE ALARM: AREA _____ / _____ WORKING: _____ / _____

CARBON MONOXIDE ALARM: AREA _____ / _____ WORKING: _____ / _____

SPRINKLER SYSTEM: YES _____ NO _____

ENTRANCE HALL:

Front Door: _____

Floor _____

Covering _____

Walls _____

Ceiling _____

Lights _____

Closets _____

OTHER: _____

PATIO/BALCONY:

Floor _____

Walls _____

Ceiling _____

Lights _____

TBR (To Be Replaced/Repaired) **TBP** (To Be Provided) **NWT** (Normal Wear & Tear) **DC** (Discolored)
ND (No damage) **N** (New) **W** (Worn, not new) **P/P** (Patched & Painted) **N/D/S** (Nicks/Dents/Scratches)

Storage Area _____

OTHER: _____

LIVING ROOM AREA:

Floor _____

Covering _____

Walls _____

Ceiling _____

Windows/Screens _____

Doors _____

Lights _____

Closets _____

Fireplace _____

Sofa _____

Chairs _____

End Tables _____

Lamps _____

Coffee Table _____

DINING AREA:

Floor _____

Covering _____

Walls _____

TBR (To Be Replaced/Repaired) **TBP** (To Be Provided) **NWT** (Normal Wear & Tear) **DC** (Discolored)
ND (No damage) **N** (New) **W** (Worn, not new) **P/P** (Patched & Painted) **N/D/S** (Nicks/Dents/Scratches)

Ceiling_____

Windows/Screens_____

Doors_____

Lights_____

Dinette Table_____

Dinette Chairs_____

OTHER: _____

KITCHEN:

Floor_____

Walls_____

Ceiling_____

Lights_____

Refrigerator_____

Stove/Oven_____

Sink_____

Garbage Disposal_____

Trash Compactor_____

Dishwasher_____

Cabinets_____

Counter Top_____

Windows/Screens_____

TBR (To Be Replaced/Repaired) **TBP** (To Be Provided) **NWT** (Normal Wear & Tear) **DC** (Discolored)
ND (No damage) **N** (New) **W** (Worn, not new) **P/P** (Patched & Painted) **N/D/S** (Nicks/Dents/Scratches)

Doors _____

OTHER: _____

UTILITY CLOSET (Within Unit):

Floor _____

Covering _____

Walls _____

Ceiling _____

Lights _____

Closets _____

OTHER: _____

BEDROOM# _____

Location _____ (Front/Back/Left/Right from entrance)

Flooring _____

Walls _____

Ceiling _____

Door _____

Closets _____

Lights _____

Windows/Screens _____

Beds _____

Headboards _____

TBR (To Be Replaced/Repaired) **TBP** (To Be Provided) **NWT** (Normal Wear & Tear) **DC** (Discolored)
ND (No damage) **N** (New) **W** (Worn, not new) **P/P** (Patched & Painted) **N/D/S** (Nicks/Dents/Scratches)

Night tables _____

Lamps _____

Dressers/mirrors _____

Full Length Mirrors _____

OTHER: _____

BATH:

Loc: _____ (from entrance) Size: _____ (master/2nd/1/2)

Flooring _____

Walls _____

Ceiling _____

Tub/Shower _____

Commode _____

Sink _____

Vanity _____

Medicine Cabinet _____

Mirror(s) _____

Lights _____

Exhaust Fan _____

Accessories _____

Door _____

Windows/Screens _____

OTHER: _____

TBR (To Be Replaced/Repaired) **TBP** (To Be Provided) **NWT** (Normal Wear & Tear) **DC** (Discolored)
ND (No damage) **N** (New) **W** (Worn, not new) **P/P** (Patched & Painted) **N/D/S** (Nicks/Dents/Scratches)

BEDROOM# _____

Location _____ (Front/Back/Left/Right from entrance)

Flooring _____

Walls _____

Ceiling _____

Door _____

Closets _____

Lights _____

Windows/Screens _____

Beds _____

Headboards _____

Night tables _____

Lamps _____

Dressers/mirrors _____

Full Length Mirrors _____

OTHER: _____

BATH:

Loc: _____ (from entrance) Size: _____ (master/2nd/1/2)

Flooring _____

Walls _____

Ceiling _____

TBR (To Be Replaced/Repaired) **TBP** (To Be Provided) **NWT** (Normal Wear & Tear) **DC** (Discolored)
ND (No damage) **N** (New) **W** (Worn, not new) **P/P** (Patched & Painted) **N/D/S** (Nicks/Dents/Scratches)

Tub/Shower_____

Commode_____

Sink_____

Vanity_____

Medicine Cabinet_____

Mirror(s)_____

Lights_____

Exhaust Fan_____

Accessories_____

Door_____

Windows/Screens_____

OTHER: _____

BEDROOM#_____

Location _____ (Front/Back/Left/Right from entrance)

Flooring_____

Walls_____

Ceiling_____

Door_____

Closets_____

Lights_____

Windows/Screens_____

TBR (To Be Replaced/Repaired) **TBP** (To Be Provided) **NWT** (Normal Wear & Tear) **DC** (Discolored)
ND (No damage) **N** (New) **W** (Worn, not new) **P/P** (Patched & Painted) **N/D/S** (Nicks/Dents/Scratches)

Beds _____

Headboards _____

Night tables _____

Lamps _____

Dressers/mirrors _____

Full Length Mirrors _____

OTHER: _____

BATH:

Loc: _____ from entrance) Size: _____ (master/2nd/1/2)

Flooring _____

Walls _____

Ceiling _____

Tub/Shower _____

Commode _____

Sink _____

Vanity _____

Medicine Cabinet _____

Mirror(s) _____

Lights _____

Exhaust Fan _____

Accessories _____

TBR (To Be Replaced/Repaired) **TBP** (To Be Provided) **NWT** (Normal Wear & Tear) **DC** (Discolored)
ND (No damage) **N** (New) **W** (Worn, not new) **P/P** (Patched & Painted) **N/D/S** (Nicks/Dents/Scratches)

Door _____

Windows/Screens _____

OTHER: _____

MAINTENANCE CONCERNS TO BE COMPLETED BY: _____(date)

NTTC Representative:

Date:

LESSOR:

Date:

TBR (To Be Replaced/Repaired) **TBP** (To Be Provided) **NWT** (Normal Wear & Tear) **DC** (Discolored)
ND (No damage) **N** (New) **W** (Worn, not new) **P/P** (Patched & Painted) **N/D/S** (Nicks/Dents/Scratches)

STUDENT AND CLEANING SCHEDULE

Fiscal Year 2016 (Oct. 1, 2015 – Sept. 30, 2016)

Rotations	Occupancy Period	Cleaning/Scheduled Maintenance Period
1	3/1/2016 through 3/21/2016	3/22/2016 through 3/29/2016
2	4/4/2016 through 4/25/2016	4/26/2016 through 4/30/2016
3	5/2/2016 through 5/23/2016	5/24/2016 through 5/31/2016
4	6/6/2016 through 6/27/2016	6/28/2016 through 7/5/2016
5	7/11/2016 through 8/1/2016	8/2/2016 through 8/6/2016
6	8/8/2016 through 8/29/2016	8/30/2016 through 9/6/2016
7	9/12/2016 through 10/3/2016	10/4/2016 through 10/11/2016

*2017 Fiscal Year and subsequent Fiscal Year student schedules will be provided no later than July 30th of each year for the following Fiscal Year.